

**LIMITED LIABILITY RELEASE
PURSUANT TO O.C.G.A. § 33-24-41.1**

KNOW ALL MEN BY THESE PRESENTS THAT Brad Stephens as executor and conservator for minors Harley Mullins and Lukas Willis, heirs of Richie Willis, deceased ("the Undersigned"), for and in consideration of the sum of Sixteen Thousand Six Hundred Sixty-Six Dollars and 66/100 (\$16,666.66), to the Undersigned, in hand paid, receipt and sufficiency of which is hereby acknowledged, do hereby and for the heirs, executors, administrators, successors and assigns of the Undersigned acquit, remise, release, and forever discharge Direct General Insurance Company ("Insurance Carrier") and does hereby acquit, remise, release, and forever discharge Roger Hartsfield, Shannon Hartsfield, her heirs, assigns, executors and administrators ("Limited Releasee"), except to the extent other insurance coverage is available which covers the claim or claims of the Undersigned against the Limited Releasee, from any and all claims, demands, rights, and causes of action of whatsoever kind and nature, specifically including but not limited to, damages for wrongful death and all claims and causes of action allowed by O.C.G.A.. § 51-4-1 et seq., pain and suffering, burial expenses, medical and hospital expenses, funeral and all other expenses, lost wages or income, punitive damages, loss of services, the full value of the life of Richie Willis and any and all other expenses and claims the Undersigned has or may have asserted on account of or resulting from the accident, casualty or event which occurred on or about July 27, 2018 in Bartow County, Georgia.

IT IS UNDERSTOOD AND AGREED that this Limited Release is entered into pursuant to the provisions set forth in O.C.G.A. § 33-24-41.1, and it is intended that the force and effect of this Limited Release shall be as intended by the aforesaid Code section. This release shall operate as a full and final release of the Insurance Carrier from all claim, injuries or damages described herein arising out of the above-described accident, casualty or event and a full and final release of the

**EXHIBIT
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Limited Releasee except that this Limited Release shall not bar any claims the Undersigned has against the Limited Releasee to the extent other insurance coverage is available which covers the claim or claims of the Undersigned against the Limited Releasee. This Limited Release shall not operate as a release of any other persons or entities not specifically named herein and shall not operate as a release of the Undersigned's claim(s) against any other tort-feasor or insurance carrier not named in this Limited Release.

The Undersigned represents, swears and warrants that they are the proper party to assert and settle all claims for the wrongful death of Richie Willis and all claims allowed by O.C.G.A. § 51-4-1 et seq. An Estate has not been set up on behalf of Richie Willis, deceased, and no Estate will be set up due to the limited assets of Richie Willis at the time of his death. In the event an Estate is established, the settlement funds will be distributed according to Georgia Law. As further consideration for payment of the aforesaid sum, the undersigned agree to indemnify and hold harmless all persons, firms and corporations hereby released from all Estate claims, demands, actions, causes of action or suits for damages relating to the Estate, compensation or otherwise, on behalf of any person, firm or corporation, growing out of or resulting from the death of Richie Willis for which the undersigned and/or administrator of the Estate have a claim, and to reimburse and make good any and all loss, damage, expense, attorney's fees and costs that the persons, firms and corporations above released may have to pay if any Estate claim, Estate demand, Estate cause of action, or suit, proceeding, litigation or settlement arises involving the Estate of Richie Willis.

It is expressly understood and agreed that this Limited Release is a settlement of all claims for which the parties released hereby deny all liability and that by this release, the parties released hereby intend merely to avoid litigation. This Limited Release in no way prejudices the rights of the released parties to deny liability in any action based upon the said accident, casualty or event.

All agreements and understandings between the parties hereto are embodied and express herein and the terms of this Limited Release are contractual and not mere recitals.

The Undersigned is 18 years of age or older, of sound mind and laboring under no disabilities.

The Undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the Undersigned and that this Release contains the entire agreement between the parties.

As further consideration for payment of the aforesaid sum, the Undersigned agrees to indemnify and hold harmless all persons up to the settlement amount, firms and corporations hereby released from all claims, demands, actions, causes of action or suits for damages, compensation or otherwise, on behalf of any person, firm or corporation, growing out of or resulting from above-described accident for which the Undersigned have a claim, and to reimburse and make good any and all loss, damage, expense, attorney's fees and costs that the persons, firms and corporations above released may have to pay if any claim, demand, action, cause of action, suit, proceeding, litigation or settlement arises from any of the claims, injuries or damages as set forth above. The Undersigned waives all rights of exemption, as to both real and personal property, to which the Undersigned may be entitled under the laws of Georgia or any other state, as against any claims for indemnity and reimbursement arising hereunder.

This indemnification provision does not and is not intended to apply to benefits paid to the Undersigned pursuant to any available uninsured/underinsured motorist coverage or any subrogation claims for such benefits made by any uninsured/underinsured motorist carrier.

All the foregoing representations are made in order for the parties released hereby to rely upon them in effecting this Limited Release and compromise.

The Undersigned hereby acknowledges prior receipt of this Limited Release and that it is notice in writing of lack of consent of the Limited Releasee to this settlement and that the Limited Releasee is not precluded from further assertion of claims against the Undersigned by virtue of this Limited Release as Direct General Insurance Company is acting as an independent contractor and not as an agent of the parties released hereby.

Nothing in this release is intended to apply to property damage claims.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Witness the hand and seal, this 25th day of February, 2020.



BRAD STEPHENS AS EXECUTOR AND CONSERVATOR
FOR MINORS HARLEY MULLINS AND LUKAS WILLIS,
HEIRS OF RICHIE WILLIS, DECEASED

Sworn to and subscribed before
me this 25 day of
February, 2020.

Corlista Schott
NOTARY PUBLIC

